IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO. 311 OF 2003.

IN

SUMMARY SUIT NO.3424 OF 2002

Vai Clecim(formerly known as
Kvaerner Metals Clecim) .. **Plaintiff.**

v/s.

Concast(India) Ltd. .. **Defendant.**

Ms. A.Rhone i/b Kanga & Co., advocate for plaintiff.

Mr. C.S.Kapadia i/b DSK Legal, advocate for defendant.

CORAM: D.G.DESHPANDE, J.

DATE : 29TH NOVEMBER, 2004.

P.C. :-

. Heard advocates for plaintiff and defendant. The plaintiff's advocate points out to me the order passed by this Court in Company Petition No. 706 of 2000 dated 4th April, 2001. By this order, defendant was directed to furnish bank guarantee. He has furnished bank guarantee. Both the advocates states that the subject matter of the suit and company petition is identical or common. Since interest of the plaintiff has been

protected by getting bank guarantee from the defendant which in fact has been given, no order in summons for judgment is necessary. In view of this fact, summons for judgment is disposed of. Defendant to keep the bank guarantee alive till disposal of the suit.

2. The suit is transferred to the list of Commercial Causes. Written statement or points of defence to be filed within a period of 12 weeks from today and affidavit of documents or list of documents within two weeks thereafter. Discovery or inspection of documents within two weeks thereafter. Suit to be placed on regular board for hearing thereafter.